

Sullivan County NH

Type of meeting: Board of Commissioners Business Meeting – Public
Date/Time: Thursday, February 19, 2009; 3 PM
Place: Unity County Complex, Ahern Building, 5 Nursing Home Drive

Attendees: Commissioner Jeffrey Barrette – *Chair*, Bennie Nelson – *Vice Chair* and Ethel Jarvis – *Clerk*; Ted Purdy – *Sullivan County Health Care (SCHC) Administrator*; Lisa Rowlands – *SCHC External Care Coordinator*, Superintendent Ross L. Cunningham – *Department of Corrections (DOC)*; Lieutenant Douglass Roberts – *DOC*; Sergeant Daniel Gokey – *DOC*; Sara Poisson – *DOC LADC*, Ms. Garrison – *DOC Intern*, Corporal Charles Brookens – *DOC*, John Gramuglia – *DOC Inmates Program Director / MBA, LICSW, LADC, LCS*; and Sharon Johnson-Callum (minute taker).

Guest Speakers: Jack Langston & John Spillman, *Spillman Technologies Inc of Salt Lake City Utah*

Public attendees: Larry Converse – *Claremont*, Archie Mountain – *Eagle Times Reporter*, Kristian Senz – *Union Leader Reporter*, Kevin Warwick – *Alternative Solutions Inc.*

3:04 PM The Chair brought the meeting to order and led all in the *Pledge of Allegiance*.

New Employee Introductions

Mr. Ted Purdy introduced the new Sullivan County Health Care Facility External Care Coordinator, Lisa Rowlands.

3:05 Ms. Rowlands left the meeting.

Agenda Item 1. Grants

Agenda Item 1.a. \$75,000 Juvenile Justice High Risk Youth & Family Intervention Program (JJHRY & FIP) Agreement

Mr. Kevin Warwick provided a brief summary of the program, noting, the JJHRY & FI Program provides extra services for at-risk youths, working with family and youth to keep the youth out of residential placement and the jail system. This is a test program in Newport [Family Division Court]. Their next step is to select a vendor to provide Case Management. He added, the Juvenile Justice Planning Committee members, chaired by Judge Cardello, have worked very well together.

3:08 Motion: to accept the \$75,000 Juvenile Justice High Risk Youth & Family Intervention Program grant agreement [Appendix A] from the Office of Juvenile Justice, and to authorize the County Administrator to sign all documents pertaining to the grant.
Made by: Jarvis. Seconded by: Nelson.
Voice vote: All in favor.

Ms. Johnson-Callum confirmed there was no formal document for the Board to sign on this particular grant, just need a formal motion to accept the funds.

Agenda Item No. 1.b. **\$232,252 FY10 Strategic Prevention Framework (SPF):
Certificate of Vote**

The Board reviewed the memo from SPF Coordinator, Liz Hennig, [Appendix B] and viewed the Amendment [Appendix C].

**3:10 Motion: to accept the \$232,252 for the Strategic Prevention Framework grant.
Made by: Jarvis. Seconded by: Nelson.
Voice vote: All in favor.**

Commissioner Barrette read, verbatim, through the Certificate of Vote [Appendix D]

Agenda Item No. 2. **D.O.C. Superintendent's Report**

Agenda Item No. 2.a. **PCS Phone System / Spillman Company – Agreement /
Contract Review & Ratification**

Introduced Jack Langston and John Spillman, reminded all no County funds to be expended. Lt. Roberts and Jack Langston provided a brief overview of current inmate booking process vs. using Spillman Technologies software, through a PowerPoint presentation. Highlights included:

Process	Current Way	New Software	Benefit w/software
Initial booking report	Hand written. Takes 60-90 minutes; plus 1 hr. supervision	Computerized	Less time & human error. Reflects each function required w/in the booking process. More time for supervision
Data recording for entire inmate time	Use 3 different spreadsheets for recording inmate booking data, inmate eligibility for inmate programs and release info – time consuming, due to human error could cause inconsistencies from one report to another	One database that records who accessed the software and when.	Data can be pulled at any time reflecting any specific data and date range. Data is specific & much cleaner. Can be shared with Sheriff's and Attorney's office, via remote access, thereby, reducing calls between DOC and other County law/judicial departments. Allows for more time spent on other supervisory or inmate program functions, within the DOC and reduces wait time for the other departments.
Photo		Digital / tied in with software. Takes photos of other areas (tattoos/scars)	Will have more information than before and will be quicker to retrieve and share with other departments.

		throughout the booking process	
Reports	The reports done for Board meetings take 20 minutes to create each time	Report for Board will be available within minutes, and can be more specific.	Can query reports of inmates based on specific NH State laws
Medical		With database	Tied in with the new software
Wrist band monitoring		Can track inmates coming and go to programs	This could be used when the new Community Corrections Center is built.
Release Dates	Driven by data Lt. Roberts enters	In database and based on specific sentencing enter when booked	Less potential for error
Eligibility for Inmate Programs	Review of paper work	Software can track and prompt when eligible	Less time consuming / less potential for error
Grants			Will help compile data for grant searches

3/6/09
SJC Note:
in binder
eCommissioners
office

Spillman distributed copies of their "Reliable Innovation" software brochure package [Appendix E]. He reviewed their company info: completed over 800 installations, of which, 173 were in correctional facilities; they are a nationally recognized company; their research and development is done on behalf of customers; Cheshire County has been a client since 1999; the average customer is with them for 9 years; their fixed price includes on site training and support to implement the system and is included with PCS; their software is created solely in-house. Supt. Cunningham noted Sheriff Prozzo approved of the software and the County Attorney has reviewed the agreement and has no issues with any part of it. Supt. Cunningham noted, with the parole J1 process - the idea it should be a conduit for all law enforcement with state - when it comes time to plug in, Spillman and the County will be prepared. Financing of software program: funds to pay for the program come from the Inmate Commissary account, which takes in revenues from the phone services the inmates use. Supt. Cunningham confirmed rates are locked in for three years. Supt. Cunningham confirmed the new PCS contract would be reviewed with the Board at a later date.

**3:32 Motion: to allow Superintendent to enter into this agreement with Spillman and PCS, on the County's behalf.
Made by: Jarvis. Seconded by: Nelson.
Voice vote: All in favor.**

Commissioners commended Superintendent Cunningham's efforts in sorting the issue out.

Agenda Item No. 2.b. Drug & Alcohol Issues – Current Status
DOC LADC / Inmate's Programs Coordinator, John Gramuglia, introduced Sara Poisson, new DOC LADC. He noted Sullivan County DOC Inmate's Program Department has conducted intermittent surveys; Sara Poisson and Ms. Garrison conducted the latest in January, previous survey was done in October, and they

anticipate performing another in summer. Survey data includes: age, gender, types of drugs – "soft", which includes marijuana, alcohol and "hard" drugs, which includes methamphetamine and cocaine, and the percentage of drug involvement in the crime convicted of. Mr. Gramuglia presented a PowerPoint with the results [Appendix F]. Of the males' surveyed, 93.33% stated they were drug users and 82% stated drugs were involved in the crime. Of the females' surveyed, 100% stated they were using and 100% stated drugs were involved in the crime. Mr. Gramuglia also reviewed 2008 re-entry center recidivism rates: 9 females released on electron monitoring and 1 reentered, while 5 males were released on electronic monitoring and 1 reentered; 64 males released through the Transitional Housing Unit and of those 12 reentered, resulting in 18.75% recidivism rate. Mr. Gramuglia noted inmates have provided 1714 hours of community services throughout the county including emergency work crews for the ice storm, performing a lot of the ice storm work in Washington. 15,886 hours of labor was logged at the County complex in kitchen, laundry and maintenance. Based on the hours 15,886 multiplied by the minimum wage rate \$6.55, the value calculates to \$104,053. Mr. Gramuglia recognized Corporal Brookens who is in charge of the Community Services Division. Some of the work they've performed includes sidewalk snow shoveling in Newport and Claremont. Mr. Gramuglia noted all inmates are screened by the medical department, everyone is kept up to date on medical issues and suicide risks are reported so that strategies can be worked on; individual therapy has been provided by Hillary and other interns, who have helped a lot, reducing stress on other DOC staff. They perform group therapy, they have 37 group activities, they continue to recruit and train volunteers and interns. SCDOC will have 40 volunteers on board as of next week – this is a big help with keeping inmates busy and involved in community, studies have found that inmates who participate in these programs, when they are released, are less apt to have a negative impact on the community they are released to. Volunteers included: churches/pastors, social workers, and case management. Staff training continues, Mr. Warwick and Mr. Gramuglia will conduct training next month; training includes role model behavior / role playing of inmate - staff conversations. Ms. Poisson is working with a female who is pregnant, putting in place a plan for both the inmate and the jail. The jail is working with UNH, Dr. Smith, on data collection. Inmate programs include parenting and job searching skills such as resume writing and how to answer job interview questions. They will be creating brochures to educate community on the Transitional Housing Unit. Mr. Warwick is working with them on preparing the application for the 2nd Chance Act and on stimulus funds coming into NH, for the Community Corrections Center and programming. Mr. Gramuglia noted he attained statistics from Corrections.com, where they recently posted Blackford County Indiana statistics on recidivism (see Appendix F). He noted, new data continues to show evidence based programming reduces recidivism. Supt. Cunningham confirmed Spillman agreement would be effective 7/1/09, a 3 year contract with maintenance fee attached to provide software updates.

Agenda Item No. 2.c. NH State Budget Cut: Impact on Sullivan County Report
With recent news received of the Claremont District Court closing, Supt. Cunningham noted Claremont has 20 cases current and 10 pretrial pending; accordingly, the County DOC will have pretrial offenders in pretrial status at the jail longer, increasing County costs.

Agenda Item No. 2.d. Census
Supt. Cunningham distributed and reviewed the current DOC census [Appendix G]

Agenda Item No. 2.e. Staffing

Supt. Cunningham noted they have one (1) position left to fill.

4:11 *Everyone left the meeting, except Larry Converse, Archie Mountain, Commissioners and minute taker.*

Agenda Item No. 3. **Sullivan County Health Care Administrator's Report**

Agenda Item No. 3.a. Census

Mr. Purdy reviewed the following reports: **APPENDIX H, SSC 3-6-09**

- ☐ January 2008 Medicare, Private, Medicaid, HCBC, Managed Care census and revenue / budget vs. actual. They exceeded total revenue by \$4,430 and the average daily census is 137.7 vs. 137 budgeted. Medicare census is below budget. Mr. Purdy confirmed to Commissioner Jarvis HCBC / Community Home Based Care respite bed rate is \$155, they receive referrals for respite beds from family members caring for a elderly person in their home who may need a break. He confirmed it is still not a problem to reserve respite beds at this time.
- ☐ Revenue Review thru 1/31/09
- ☐ Medicare Length of Stay Analysis – 12 month review
- ☐ Quarterly Resident Census – February census through today, 141.8 residents per day, with 11 Medicare, 104 medicaid
- ☐ Summary Admission/Discharge List for MCD, MRA and PVT for 1/1/09-1/31/09
- ☐ Summary Admission/Discharge List Totals for Unknown, Acute care hospital, Assisted Living, Expired, Home, Hospital and Nursing Home for 1/1/09-1/31/09
- ☐ Summary Admission / Discharge List for HCB, INS, MCD, MRA, PVT 7/1/08 – 2/17/09
- ☐ Summary Admission / Discharge List totals for Unknown, Acute care hospital, Assisted Living, Expired, Home, Hospital, Nursing home, Nursing Home, Private home/apartment, and Psychiatric hospital, for 7/1/09-2/17/09
- ☐ Month-end Aged Analysis Report

Agenda Item No. 3.b. Staffing

Mr. Purdy confirmed they have been able to keep up with additional patients and hired additional one on Sterns I.

Non Agenda Item Community Development / Culture Change

Mr. Purdy noted the nursing home would be involved with a new initiative and distributed a sheet indicating:

"Community Development / Culture Change":

What it Means

- *An organization transformation based upon person directed values.*
- *Creates a home people want to live and work.*
- *Employees are highly involved in decisions relevant to their work.*
- *Residents direct their daily schedules and care needs.*

Culture Change Transforms....

- *A facility into a home*
- *A patient into a person*
- *A schedule into a choice*

The Four Domains of Quality of Life

- *Resident Care and Choice-Restoring to residents as much control, choice and normalcy as possible.*
- *Staff Empowerment-Creating management and practices that enhance front line staff's capacity to be responsive to residents.*
- *Home Environment-Creating a meaningful relationship between the person and her/his living environment to establish a home.*
- *Community Involvement-Embracing family and community members into a shared partnership of supporting and caring for residents."*

He noted, he and several other employees attended this Culture Change seminar sponsored by the NH Quality of Life Council, and the Council and Ombudsman's Office encourages nursing home facilities to apply for recognition of this. During the budget process they will provide plans to decentralize dining in order to provide steam tables on the floors: less waste and better resident satisfaction. This type of culture change provides less direction from top and more collaboration between internal communities and should not involve additional staff. He noted it takes 5-7 years to complete the culture change.

4:19 Representative Suzanne Gottling arrived.

Mr. Purdy continued, confirming the LNA's are the backbone of the nursing home and will reschedule informal meetings with them. They will empower LNA's and direct care staff to make decisions appropriately per resident vs. LNA seeking authorization from the Director of Nursing. He noted, they'd like to incorporate this culture into the Resident Trust fund, allowing the residents to have better access to those funds. Commissioner Jarvis pointed out each fund has a purpose and that they are monitored by one Delegate, a County Commissioner and the County Treasurer, per NH State mandates. It was noted, Activities Director, Ann Shepherd, had been attempting to convene the trust fund committee. Commissioner Jarvis commented that the new culture concept, of self-empowerment, should blend well with the new advisory panel.

Agenda Item No. 4. Commissioners Report

Commissioner Barrette noted Newport Chamber would be holding a "Business After Hours" at the 'Lil Red Baron Restaurant Monday 5-7 PM, 863-1310, and encouraged the Board members to attend these events in the future. Mr. Purdy noted the nursing home scheduled a business after hours with Claremont Chamber, at the nursing home, Mar. 11th, 5:30 - 7. In response to a Commissioner inquiry, Ms. Johnson-Callum confirmed Mr. Chanis is checking with NH Primex on the liability issue, should the County decide to serve alcohol at a business after hour event.

Commissioner Nelson noted the County Administrator was absent today as a family member was having surgery.

Commissioner Jarvis noted she received a correspondence indicating additional Pell grants were being distributed to NH; a lot of nurses participate in this program, so she'll forward the information along.

Commissioner Barrette scheduled a meeting with the Town of Acworth Select Board March 2nd; and is making a point to schedule these types of meetings with other

municipalities. He asked Rep. Gottling to communicate this to the Town of Sunapee. Rep. Gottling pointed out Sunapee elections will be held Mar. 10th, and a new person might be on board, and suggested further meetings be delayed until after elections.

Commissioner Nelson noted the Board performed their bi-annual DOC tour today, which he and Commissioner Jarvis attended.

Upcoming Event

- ☐ DOC Volunteers Luncheon – February 25th, Wed. 12 Noon, Ahern Building. Function where we recognize all the volunteers.

Agenda Item No. 5. Public Participation

Representative Suzanne Gottling – The NH State Finance Committee will be coming to Claremont and encouraged the Board to attend. She attended a reception last night for Senator Jean Shaheen, U.S. Congressman Carol Shea-Porter and Paul Hodes, and, while talking with Senator Shaheen about the stimulus package; she noted Sunapee was working on a water treatment plan and Sullivan County a "treatment center", that the stimulus monies would benefit. Supt. Cunningham thanked Rep. Gottling for sharing the information. Cunningham has already written to Senator Shaheen regarding the County's CCC program, to let her know they are available to give an update on the project status.

Larry Converse, Claremont Resident – Expressed concern regarding the eroded sewer line running across the river. He noted he has heard nothing regarding money appropriations to fix the problem at any City council meeting. He heard they will be raising sewer rates and asked if the rates would increase for the county?

Commissioner Nelson noted they don't have a contract, the rate is so much per gallon. Per the Boards request, Ms. Johnson-Callum will follow up with Mr. Chanis to see if he contacted the Claremont City public works division. It was noted, Unity would be in "dire straights to deal with septic line failure". Mr. Converse noted the pump station on Water Street has to be upgraded and water rates are increasing as water tower on Maple Avenue, the day it was put in, it was too low. He asked if the County could find a grant to take care of the issues?

Upcoming Events / Functions:

- ☐ 3:30 PM, Feb 25th Sullivan County Delegation EFC Meeting /followed immediately by Delegation meeting. In response to Commissioner Jarvis's question, Rep. Gottling confirmed EFC meetings will be held monthly for the purpose of new members and they feel obligated to monitor the County's financials. She confirmed they keep minutes of the meetings.
- ☐ 3 PM, Mar 5th, next Commissioner Board meeting in Newport.
- ☐ 6 PM Mar. 12th, NH State Budget Presentation at the NH Community Tech College.

Non Agenda Item

DOC Pharmaceutical Costs Update

Supt. Cunningham confirmed, DOC nurse, Carol Lady, is checking with local non-franchised pharmacies, to compare rates to Westwood. Commissioner Barrette noted, if rates come close, to consider using them.

Non Agenda Item Public Relations

Supt. Cunningham noted Union Leader reporter, Kristen Senz, would be interviewing female and male inmates who participate in inmate programming, and running an article.

Supt. Cunningham noted, Eagle Times reporter Archie Mountain would be writing an article on inmate community service at the Claremont Moody Building.

Agenda Item No. 6. Meeting Minutes Review

Agenda Item No. 6.a. 2/5/09 Public Meeting Minutes

**4:56 Motion: to approve the 2/5/09 as amended.
Made by: Nelson. Seconded by: Jarvis.
Voice vote: All in favor.**

Commissioner Jarvis noted, in the minutes of 2/19/09, the proposed partnership between the Sportsmen Club and County, as noted on page 4 of the 2/5/09 meeting minutes, was not "tabled" as the Sportsman Club President indicated, but discussions and further plans were ceased. The full Board concurred.

Agenda Item No. 6.b. 2/5/09 4:21 PM Executive Session

**4:57 Motion: to approve and leave sealed until [panel] formed.
Made by: Jarvis. Seconded by: Nelson.
Voice vote: All in favor.**

Agenda Item No. 6.c. 2/5/09 4:29 PM Executive Session

**4:57 Motion: to accept and seal permanently the 2/5/09 4:29 Executive Session minutes.
Made by: Jarvis. Seconded by: Nelson.
Voice vote: All in favor.**

Agenda Item No. 7. Adjourn Meeting

**4:58 Motion: to adjourn the meeting.
Made by: Jarvis. Seconded by: Nelson
Voice vote: All in favor.**

Respectfully submitted,



*Ethel Jarvis, Clerk
Board of Commissioners*

EJ/s.j-c.

Date signed: 3-05-09



Sullivan County NH, Board of Commissioners
Business Meeting

Thu. Feb. 19, 2009

2 PM Tour & 3 PM Business Meeting

Place: Unity County Complex – Sullivan County Health Care Facility
5 Nursing Home Drive, Unity 03743

**2:00 PM - 2:55 PM Commissioners' Tour of the DOC / THU Per
RSA 30-B:12**

Business Meeting - AGENDA

- 3:00 PM - 3:10 PM 1. Grants**
- a. \$75,000 Juvenile Justice High Risk Youth & Family Intervention Program Agreement (new grant)
 - b. \$232,252 FY10 Strategic Prevention Framework: Certificate of Vote (Renewal of grant)
- 3:10 PM - 3:35 PM 2. D.O.C. Superintendent's Report**
- a. PCS Phone System / Spillman Company – Agreement/Contract review & ratification
 - b. Drug & Alcohol Issues – Current Status
 - c. NH State Budget Cut: Impact on Sullivan County Report
 - d. Census
 - e. Staffing
- 3:35 PM - 3:55 PM 3. Sullivan County Health Care Administrator's Report**
- a. Census
 - b. Staffing
 - c. Accounts Receivables Update
- 3:55 PM - 4:15 PM 4. Commissioners' Report**
- a. Reports from Commissioners
- 4:15 PM - 4:30 PM 5. Public Participation**
- 4:30 PM - 4:35 PM 6. Meeting Minutes Review**
- a. 2/5/09 Public Meeting Minutes
 - b. 2/5/09 4:21 PM Executive Session
 - c. 2/5/09 4:29 PM Executive Session
- 4:35 PM 7. Adjourn meeting**




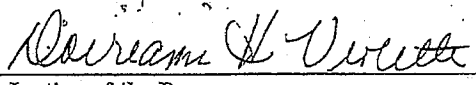
Upcoming Events/Meetings:

- **Feb. 25th Wed. S.C. Executive Finance Committee Meeting**
 - **Time: 3:30 PM**
 - **Place: Commissioners' Conference Room, 1st Floor, 14 Main Street Newport NH**
- **Feb. 25th Wed. Sullivan County Delegation Meeting**
 - **Time: 5 PM**
 - **Place: Jury Assembly Room, 1st Floor, 14 Main Street Newport NH**
- **Mar. 5th Thu. Next Board of Commissioners Meeting**
 - **Time: 3 PM**
 - **Place: Newport, 14 Main Street – Remington Woodhull County Complex**
- **Mar. 12th Thu. NH State Budget Presentation**
 - **Time: 6 PM**
 - **Place: Claremont, One College Drive – NH Community Technical College**

Subject: FFY 2007 OJJDP Grant Sullivan County Juvenile Justice High Risk Youth & Family Intervention Project**AGREEMENT**

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS**1. IDENTIFICATION.**

1.1 State Agency Name N.H. Dept. of Health and Human Services Division for Juvenile Justice Services		1.2 State Agency Address 1056 N. River Rd Manchester, NH 03104	
1.3 Contractor Name Sullivan County		1.4 Contractor Address Office of the County Administrator 14 Main St Newport, NH 03773	
1.5 Contractor Phone Number (413)626-7597	1.6 Account Number N/A	1.7 Completion Date January 31, 2010	1.8 Price Limitation \$75,000.00
1.9 Contracting Officer for State Agency Pamela Sullivan		1.10 State Agency Telephone Number (603)625-5471 x366	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Greg Chanis, County Administrator	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Sullivan</u> On <u>19</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal]  My Commission Expires December 11, 2012			
1.13.2 Name and Title of Notary or Justice of the Peace Doireann Violette, County of Sullivan Account Clerk I			
1.14 State Agency Signature		1.15 Name and Title of State Agency Signatory William Fenniman Director	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By: _____ On: _____			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. **TERMINATION.** In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination

Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. **CONTRACTOR'S RELATION TO THE STATE.** In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written consent of the State.

13. **INDEMNIFICATION.** The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each

certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("Workers' Compensation").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. **WAIVER OF BREACH.** No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

17. **NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. **AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire.

19. CONSTRUCTION OF AGREEMENT AND TERMS.

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

20. **THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. **HEADINGS.** The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. **SPECIAL PROVISIONS.** Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. **SEVERABILITY.** In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. **ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

Exhibit A
SCOPE OF SERVICES

DATE: February 4, 2009

AWARD PERIOD: February 1, 2009 thru January 31, 2009

CONTRACTOR
NAME: Sullivan County

ADDRESS: 14 Main St
Newport, NH 03773

CONTACT PERSON: Kevin Warwick

1. Provisions Applicable To All Services

1.1 The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or Federal or State court orders may have an impact on the Service(s) described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Contract so as to achieve compliance therewith.

1.2 The Contractor agrees to use its best efforts to apply for any and all appropriate public and private sources of funds which are applicable to the funding of the Service(s) stipulated below, including, but not limited to, funds provided by the Department of Education, local agencies, United Way, the United States Department of Agriculture, Health Care Financing Administration, and the National Runaway Program. Appropriate records will be maintained by the Contractor to document actual funds received or denials of funding, by indicating zero, from such sources of funds.

2. Services To Be Provided

2.1 This grant provides funding for the Sullivan County Juvenile Justice High Risk Youth & Family Intervention Project. These funds are provided as seed money and subsequent grants awards, if any, will be reduced by one-third each year. These funds must be re-applied for each year. The goal of the Office of Juvenile Justice and Delinquency Prevention grant monies is for programs to become self-sustaining by the end of the third year. This award represents the Sullivan County's second year of funding.

2.2 Progress Report Requirements

2.2.1 See Performance Measures – Attachment 1

2.2.2 See Demographic and Narrative Report – Attachment 2

EXHIBIT BPURCHASE OF SERVICES

Agency Name: Sullivan County

Contract Period: February 1, 2009 thru January 31, 2009

1.1 Subject to the Provider's compliance with the terms and conditions of this agreement, and for services provided to eligible individuals, the Office of the Commissioner shall reimburse the provider up to a maximum total payment of \$75,000.00 (seventy five thousand dollars and no cents). If grant related-of federal funds made available under the Catalog of Federal Domestic Assistance, CFDA #16.540, Federal Agency: Office of Juvenile Justice and Delinquency Prevention, Program Title: Formula Block Grant.

The total cost shall not exceed the grant award and shall be billed for actual expenses incurred in delivery of services under this grant award. If applicable, the grantee shall provide matching funds, either cash or in-kind, as shown in the proposal budget. If match funds are obligatory, full reimbursement shall be contingent upon provision of the required level of match.

Progress reports and invoices shall be submitted together, utilizing the following reporting scheduled:

Report Period	Due
February 1 – April 30	May 31
May 1 – July 31	August 31
August 1 – October 31	November 30
November 1 – January 31	February 28

Itemized receipts, payroll receipts, including hours worked for grant funded personnel only, and other documentation and/or receipts for all line items you seek reimbursement for MUST be submitted for every quarter accompanied by the progress report. Failure to submit these documents simultaneously may significantly delay the processing of your reimbursement.

The project director *and* the fiscal representative MUST sign the invoice.

Failure to submit timely documentation may have an impact on subsequent funding.

The final bill shall be submitted within 45 days of the end of the grant period.

These reports should be mailed to:

Pamela Sullivan
DHHS/DJJS
1056 North River Road
Manchester, NH 03104

Exhibit C Special Provisions

- 1 Renewal/Extension: The Division shall retain the option to renew or extend this Contract for up to three years applying each year, and upon like or similar terms, only by an instrument in writing signed by the parties hereto and only after approval of such instrument by the Governor and Council of the State of New Hampshire.
 - 2 Events of Default; Remedies: In addition to the events of default specified in Item #8 of the General Provisions, any one or more of the following acts or omissions shall constitute an event of default hereunder (hereinafter referred to as "Event of Default"):
 - 2.1 Failure to correct or explain to the Division's satisfaction within a specified time frame, deficiencies noted in a Quality Assurance Site Survey; or
 - 2.2 Failure to comply with staffing requirements which are set forth in the General Provisions of this Contract; or
 - 2.3 Failure to maintain, or permit access to, the records required hereunder.
 - 3 Termination: This Contract may be terminated under the following conditions:
 - 3.1 This Contract may be terminated without cause by either party. In such event, the party desiring termination shall provide notice to the other party of intent to terminate. This notice shall be given in writing at least 60 days prior to the intended termination date.
 - 3.2 This Contract may be terminated for cause by the Division if any of the people or entities, named in Item 7 of these Special Provisions including the Contractor itself, is convicted of a felony or crimes against children as stated, or if the Contractor knowingly retains in its employ any of the preceding people or entities who have been so convicted.
 - 3.3 This Contract may be terminated immediately for cause. Cause shall include but not be limited to events such as assault of clients by the Contractor, employee, volunteer, subcontractor or provider, falsification of records by the Contractor, employee, volunteer, subcontractor or provider, abuse or neglect of Clients by the Contractor, employee, volunteer, subcontractor or provider.
 - 3.4 In the event of termination under the provisions of this Contract, the approval of the Termination Report (as described in General Provision 10) by the Division shall entitle the Contractor to receive that portion of the Contract Price earned up to and including the date of termination.
 - 3.5 In the event of termination under the provisions of this Contract, the approval of the Termination Report by the Division shall in no event relieve the Contractor or Division from any and all liability for damages sustained or incurred as a result of any breach of obligations by the Contractor or Division.
 - 4 Exclusive Use of Funds: The Contractor agrees to use and apply all funds received under this Contract solely for the provision of service to Clients as specified by this Contract. Any funds not so used will be returned to the Division within thirty (30) days after the completion date.
 - 5 Completion of Services; Disallowance of Costs: Upon payment by the Division of the Maximum Payment hereunder, the Agreement and all the obligations of the parties hereunder (except such obligations as, by the terms of the Agreement are to be performed after the end of the Program Period) shall terminate; provided however, that if, upon review of the Final Expenditure Report the Division shall disallow any expenses claimed by the Contractor as costs hereunder, the Division shall retain the right, in its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Provider.
 - 6 Audit Liabilities: In addition to and not in any way in limitation of the obligations of the Agreement, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Division all payments made under the Agreement to which exception has been taken or which have been disallowed because of such an exception.
 - 7 Personnel: The Contractor agrees to fulfill the following requirements relating to employment and supervision of all staff members engaged in the performance of the Services hereunder.
 - 7.1 Disciplinary procedures shall be developed and disciplinary action shall be implemented based on such procedures in the event of staff violation of Client rights or of violation of applicable Federal, State, or municipal laws, rules, regulations, standards and policies, or of Division or Contractor policies. All disciplinary action shall be documented and documentation shall be sent to the Division within fifteen (15) days of incident.
 - 7.2 The Contractor shall disclose to the Division the names of any of its owners, officers, trustees, directors, employees, agents or subcontractors who have been convicted of any felony or crimes against children, whether in the State of New Hampshire, or in any other State, possession, or territory of the United States, or in any foreign country.
 - 7.3 Staff shall participate in all training programs as may be specified or provided by the Division or OJJDP Technical Assistance, provided, however, that such participation does not interfere with the Contractor's ability to perform the Services. Records shall be kept by the Contractor to document employee participation in training activities.
 - 7.4 The Contractor agrees to submit to the Division upon request, documentation of training and staff development activities in which the Contractor's employees participated and which were supported in whole or in part by funds provided by the Division and OJJDP. The documentation shall include the name of the activity, the party or parties providing the training, its objective, the names and positions of the employees who participated, and the total expense involved, including free training.
 - 8 Wage and Hour Requirements: The Contractor agrees that all programs to be operated under this Contract shall comply with the requirements of the Wage and Hour Division of the Department of Labor.
 - 9 Assignment and Subcontracts: The Contractor shall not delegate, assign, subcontract or otherwise transfer any or all of its interests in this Contract without the prior written consent of the Division when the delegation, assignment or subcontract equals or exceeds \$1,000. Division approval of the Contractor's proposed budget shall not relieve the Contractor from the obligation of obtaining the Division's specific written approval of such actions. The Division shall not unreasonably withhold or delay action on the Contractor's request for approval to delegate, assign or subcontract. This approval requirement shall also apply where the Contractor's total subcontracts with an individual or entity equal or exceed one thousand dollars (\$1,000) in the aggregate.
- The Contractor further agrees that no subcontract or assignment, approved by the Division in accordance with this paragraph, shall relieve the Contractor of any of its obligations under this Contract and the Contractor shall be solely responsible for insuring, by contract or otherwise, the performance by any subcontractor or assignee of all the Contractor's obligations hereunder. Failure to obtain the Division's approval before entering into a subcontract or an assignment subject to this paragraph shall constitute an Event of Default.
- 10 Conflict of Interest
 - 10.1 The Contractor, as a condition of continued eligibility to receive payment from the Division for services to be provided under this Contract, shall furnish the Division with a list of all officers, directors, trustees, owners, shareholders, employees, lessors, and other persons or entities with any proprietary interest in the Contractor. The Contractor shall furnish to the Division information concerning all business or financial transactions into which the Contractor has entered with any

officer, director, trustee, owner, shareholder, employee, subsidiary, affiliate, subcontractor, or wholly-owned provider of services when the actual or imputed value totals \$1,000 or more per transaction or in the aggregate.

10.2 No representative, officer, or employee of the Division or of the State of New Hampshire shall participate in any decision relating to this Contract which affects his or her personal or pecuniary interest, or the interest of any corporation, partnership, or other business association in which he or she is directly or indirectly interested. Any such participation shall be considered a conflict of interest, and shall constitute an Event of Default.

11 Third Parties: The parties hereto do not intend to benefit any third parties and this Contract shall not be construed to confer any such benefit, or to give any third party the right to enforce this Contract.

12 Maintenance of Records: The Contractor covenants and agrees to maintain books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Agreement, and all income received or collected by the Contractor during the Program Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Division, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Division.

Personnel records and background information relating to an employee's qualifications for his/her position must be maintained by the Contractor and made available to the Division as herein provided. As used in this paragraph, "Contractor" shall include all persons, natural or otherwise, who are agents, employees, subcontractors, subsidiaries, affiliates or under substantially common control of the Contractor identified in 1.3.

Between the Effective Date and the date seven (7) years after the Completion Date the Contractor shall keep detailed accounts of all expenses incurred in connection with the Services, including, but not limited to, costs of administration, transportation, insurance, telephone calls and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents. The Contractor shall make available to the State at the Contractor's place of business, as often as the State shall demand, all records pertaining to matters covered by this agreement. The Contractor shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is herein after defined), and other information relating to all matters covered by this agreement.

During the Program Period and the period for retention hereunder, the Contractor shall permit the Division, the United States Department of Health and Human Services and OJJDP and any of their designated representatives, to audit, examine and reproduce such records at any time during the Contractor's business hours and as often as the Division shall reasonably demand.

13 Quality Assurance Site Surveys: During the term of this Contract, at times to be determined by the Division, and with reasonable notice given the Contractor, the Division may conduct Quality Assurance Site Surveys at the Contractor's facility or facilities in order to determine the Contractor's compliance with the laws, rules, regulations, etc., referenced in Item 5 of the General Provisions, and with the other terms of this Contract. These surveys may be conducted jointly with any other State agency that is providing funding to the facility or facilities, or licenses or otherwise regulates said facilities.

14 Data: Retention of Data: Access:

14.1 As used in this Contract, the word "data" shall mean all information and related items developed or obtained during the performance of, or acquired or developed by reason of, this Contract, including, but not limited to, all studies, reports, pictorial reproductions, drawings, analyses, graphic representations, computer programs, and documents, all

whether finished or unfinished. "Data" shall also mean Client files and records maintained by the Contractor. Data that is unidentifiable must be documented.

14.2 All data shall be retained by the Contractor and made available to the Division in the same manner as provided for in Provision 12 of these Special Provisions.

14.3 Unless express authorization is given by the Division to the Contractor in writing, the Contractor may not use, publish, incorporate in any writing nor in any other way disclose, disseminate or reveal any data.

14.4 All data shall be kept confidential by the Contractor. The Contractor may release information that relates to the program generally and is not personally identifiable to any Client. Except as otherwise may be prohibited by State or Federal law, or any applicable requirements of confidentiality, the Division, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute, and otherwise use, in whole or in part, all data. This subsection shall not apply to private agency personnel records except as may be otherwise provided for within this Contract or as may be necessary to carry out statutory responsibilities or to comply with a court order.

15 Insurance and Bond:

15.1 In addition to the insurance required under Item 14 of the General Provisions, the Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, both for the benefit of the Division, the following insurance:

15.1.1 Statutory worker compensation and employee liability insurance for all employees engaged in the performance of the Services; and

15.1.2 Professional malpractice insurance covering all professional and/or licensed personnel engaged in the performance of the Services hereunder.

15.2 During the term of this contract, the Contractor shall maintain a fidelity bond, or an equivalent insurance policy, covering the activities of all employees or agents with authority to control or have access to any funds provided under this Contract in an amount equal to at least twenty-five (25) percent of the Price Limitation in Item 1.8 of the General Provisions.

15.3 The policies described in subparagraph 15.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State. Each policy shall contain a clause prohibiting cancellation or modification of the policy until and unless the Division has received written notice of such action at least ten days in advance of occurrence of such action and only after the Division agrees in writing to such action.

16 Civil Rights Compliance: The Contractor shall comply with the provisions of Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973 and their U.S. Department of Health and Human Services implementing regulations which are found at 45 C.F.R. Parts 80 and 84 respectively.

No person shall be excluded from participation in denied the benefits of, or be otherwise subjected to discrimination in its programs and activities on the ground of race, color, or national origin. The Contractor shall comply with section 504 and the regulations that prohibit discrimination against handicapped person in providing social services or benefits.

17 Services to Persons of Limited English Proficiency (LEP): A bilingual staff person or other translator/interpreter will be utilized when providing services or information to an LEP person. Staff will not rely on family members or friends of LEP persons to serve as interpreters unless the LEP person expressly requests such an arrangement. Young children will not be asked to translate or interpret. LEP clients will be assigned to bilingual workers if available. If no bilingual worker or in-house interpreter is available, the Contractor will make arrangements to obtain an outside interpreter. An LEP person shall not be required to pay for the services of an interpreter.

18 Service to Persons Requiring Auxiliary Aids and Accessible Services:

The Contractor will arrange for the provision of appropriate auxiliary aids to handicapped persons where necessary to afford such persons an equal opportunity to benefit from the contracted services. The range of auxiliary aids includes, but is not limited to, sign language interpreters for the hearing impaired and readers for the blind. The Contractor will ask the handicapped person what auxiliary aids are necessary for him/her to benefit from the services. Family members and friends of hearing impaired persons will not be relied upon to serve as sign language interpreters except where a client expressly requests such an arrangement. If appropriate, the Contractor should also ensure that its services are accessible by way of telecommunications devices for the deaf (TDDs).

Any nonresidential service that the Contractor offers which is located at an inaccessible site shall be offered at an alternate accessible site, such as a public building or through home visits. The service provided at an alternate accessible site shall be the same as that provided at the inaccessible site. The Contractor shall notify handicapped persons, including those with impaired hearing and vision, of the availability of auxiliary aids and alternate accessible sites. The handicapped person shall not be required to pay for the auxiliary aids.

The Division will adhere to and encourage all service providers, including residential service providers, to implement the following procedures. All alterations made to the facility will be made in such a manner as to ensure that the altered part is accessible to and usable by handicapped persons. Any site to which the provider may relocate will be accessible to and usable by handicapped persons.

19 Acquisition and Recovery of Real and Personal Property: It is understood and agreed by the parties that any real property, and tangible personal property (i.e., furnishings or equipment having a useful life of more than one year and a cost of \$1,000 or more per unit), acquired with funds granted pursuant to this Contract are subject to the following conditions:

19.1 The Contractor shall submit a contract for the purchase of the property to the Division and may execute or perform the contract fifteen days after submitting the contract to the Division unless the Contractor receives written notification from the Division that the contract is disapproved.

19.2 All such property shall be used solely to provide services to Clients. If such property is purchased with both Division and non-Division funds, the property shall be used within Division funded programs for the proportion of time at least equal to the proportion of costs allocated to Division funded programs.

19.3 In the event that real property is to be purchased or leased by the Contractor or by a third party affiliated with or subcontracting with the Contractor, with funds provided in whole or in part under this Contract, the Contractor must submit to the Division a detailed statement of proposed short-term and long-term financing arrangements and other documents pertaining to such financing and obtain the Division's written approval before purchasing or leasing such real property. If real property is to be purchased with five thousand dollars (\$5,000) or more in funds provided in whole or in part under this Contract, the Contractor or subcontractor purchasing such real property shall execute and record in the appropriate Registry of Deeds a "deed registration" providing that (1) the use of the real property shall be for Clients served under this Contract; (2) if said use is changed without express written approval of the Division, title shall immediately vest in the Division as a tenant in common, subject to disposition in accordance with Subparagraph 21.4 below; and (3) if the real property is sold or otherwise conveyed, the Division has the right to require that the real property be disposed of in accordance with one of the alternatives prescribed in Subparagraph 21.4 below. The phrase "funds provided in whole or in part under this Contract" as used in this section or elsewhere in this Contract includes all funds directly provided by the Division along with all revenue generated within or allocated to programs funded by this Contract.

19.4 Upon termination or expiration of this Contract, or when the property no longer is to be used as provided in Subparagraph 19.2, of this Exhibit C, the Division may, in its discretion, and

within one hundred twenty days (120) thereafter, elect to do one of the following:

19.4.1 Take possession of any said property and reimburse any other funding sources, including the Contractor, according to their percentage of contribution based upon fair market value as determined by an independent appraisal.

19.4.2 Direct that said property be sold pursuant to an independent appraisal reflecting an acceptable fair market value with the proceeds of the sale retained by the Division, according to the percentage of the funds provided in whole or in part under this Contract and secured by mortgage. The Contractor or approved subcontractor shall not be required to reimburse the Division for amounts in excess of the value of the property, as reduced by any outstanding mortgages having priority over the Division's mortgage interest.

19.4.3 Allow the retention by the Contractor upon proportionate payment to the Division as determined by the fair market value determined by an independent appraiser to be selected by the Division and Contractor.

19.5 In the event the Contractor uses funds provided hereunder to purchase personal property at a cost of \$1,000 or more per unit, the Contractor agrees to give the Division a security interest in said property and in the proceeds thereof. The Contractor shall execute the financing statements and shall do all other acts necessary or useful to the perfection of that interest. The Contractor also shall not further encumber the personal property.

19.6 The Contractor shall not sell, lease, donate or otherwise dispose of any property purchased with funds obtained pursuant to this Contract without the prior written permission of the Division, which permission will not be unreasonably withheld or delayed. Such action(s) without prior written permission shall constitute an event of default. This provision shall survive the term or expiration of this Contract.

19.7 In the event this, or a similar, Contract is renewed or awarded to the Contractor, all property purchased under the original Contract or subsequent contracts, in the case of further renewal or award, shall be subject to the provisions specified in this entire paragraph.

19.8 Notwithstanding the foregoing, title of any property acquired by the Contractor with funds other than those obtained pursuant to this Contract shall vest in the Contractor, its successors or assigns, and title to such assets shall not be subjected to divestiture in favor of the Division or otherwise.

19.9 The Contractor, or any third party subcontracting with the Contractor, shall not undertake leasehold improvements on any single structure that exceeds the sum of three thousand dollars (\$3,000) in the aggregate with funds provided in whole or in part under this Contract without the prior express written approval of the Division. To obtain such approval, the Contractor or approved subcontractor must demonstrate adequate protection of such expenditure in the event of expiration or termination of the lease. Furthermore, the Contractor or approved subcontractor shall give the Division such security interest in the leasehold improvements or interest in the lease as the Division may require consistent with the amount of Division funds expended therefore.

19.10 All non-expendable property acquired by the Contractor, using funds under this Contract, shall be capitalized.

19.11 Any interest the Division may have in property, real or personal, covered by this paragraph, is subordinate to any interest required by the United States Department of Housing and Urban Development in consideration of funds which may be supplied by that agency to be used by the Contractor in the performance of this Contract. The Division agrees to take any steps necessary to effect the subordination of any security interests perfected prior to the perfection of any United States Department of Housing and Urban Development required security interest

EXHIBIT C-1
ADDITIONAL SPECIAL PROVISIONS

1. Gratuities or Kickbacks: The Contractor agrees that it is a breach of this Agreement to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Agreement. The State may terminate this Agreement and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.
2. Retroactive Payments-Individual Services: Notwithstanding anything to the contrary contained in this Agreement or in any other document, agreement or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for any services provided to any individual prior to the Effective Date of this Agreement and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.
3. Retroactive Payments-Contractor Services: Notwithstanding anything to the contrary contained in this Agreement or in any other document, agreement or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for any costs incurred for any purposes prior to the Effective Date of the Agreement.
4. Audit Requirement: On or before the date set forth in Section 1.7 of these General Provisions, the Contractor shall deliver to the State, at the address set forth in Section 1.2 of these General Provisions, an independent audit performed by a Certified Public Accountant, of the Contractor, including the funds received under this Agreement.

The following requirement shall apply if the Contractor is a State or Local Government or an Institution of Higher Education or Other Non-Profit Organization: If the federal funds expended under this or any other Agreement from any and all sources exceeds \$300,000 in the aggregate in a one year fiscal period the required audit shall be performed in accordance with the provisions of OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations for fiscal years ending on or after June 30, 1997.

If the Contractor is not considered a sub recipient of federal financial assistance, the Contractor agrees to submit to the Division within ninety (90) days of the end of the Contractor's fiscal year, audited financial statements, including the Management Letter, prepared in accordance with generally accepted auditing standards established by the American Institute of Certified Public Accountants. The audit shall be prepared by an independent certified public accountant and provide an itemized accounting of all revenues and expenditures by program or type of service and by the same line items the Contractor uses to prepare budgets and quarterly reports for the Division. The audit shall clearly show the Contracted Program and General Management revenues and expenses for the Contract Period.

5. Credits: All documents, notices, press releases, research reports, and other materials prepared during or resulting from the performance of the services or the Agreement shall include the following statement: "The preparation of this (report, document, etc.) was financed under an Agreement with the State of New Hampshire, Department of Health and Human Services, Division of (name), with funds provided in part or in whole by the (State of New Hampshire and/or United States Department of Health and Human Services.)"
6. Debarment, Suspension and Other Responsibility Matters: If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with the provisions of Section 319 of the Public Law 101-121, Limitation on use of appropriated funds to influence certain Federal contracting and financial transactions; with the provisions of Executive Order 12549 and 45 CFR Subpart A, B, C, D, and E Section 76 regarding Debarment, Suspension and Other Responsibility Matters, and shall complete and submit to the State the appropriate certificates of compliance upon approval of the Agreement by the Governor and Council.
7. Employees of the Division for Juvenile Justice Services may not serve on any board unless the grant funding is from the Juvenile Accountability Block Grant.

NH Department of Health and Human Services

STANDARD EXHIBIT D

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS
ALTERNATIVE I - FOR GRANTEEES OTHER THAN INDIVIDUALS**

**US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS**

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner, NH Department of Health and Human Services, 129 Pleasant Street,
Concord, NH 03301-6505.

- (A) The grantee certifies that it will or will continue to provide a drug-free workplace by:
- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - (b) Establishing an ongoing drug-free awareness program to inform employees about—
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS
ALTERNATIVE I - FOR GRANTEE OTHER THAN INDIVIDUALS, cont'd**

**US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS**

- (e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
 - (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted—
 - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
 - (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).
- (B) The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, State, zip code) (list each location)

Check ☐ if there are workplaces on file that are not identified here.

County of Sullivan NH

From:

To:

Contractor Name

Period Covered by this Certification

Greg Chanis, County Administrator

Name and Title of Authorized Contractor Representative

Greg Chanis

2/19/2009

Contractor Representative Signature

Date

NH Department of Health and Human Services

STANDARD EXHIBIT E

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

CERTIFICATION REGARDING LOBBYING

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
 US DEPARTMENT OF EDUCATION - CONTRACTORS
 US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (indicate applicable program covered):

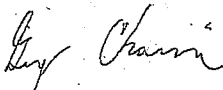
Transitional Aid to Needy Families under Title IV-A
 Child Support Enforcement Program under Title IV-D
 Job Opportunities and Basic Skills (JOBS) Program under Title IV-F
 Medicaid Program under Title XIX
 Social Services Block Grant Program under Title XX
 The Food Stamp Program under Title VII

Contract Period: _____ through _____

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-1.
- (3) The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.



Contractor Signature

County Administrator

Contractor's Representative Title

Greg Chanis

Contractor Name

February 19, 2009

Date

NH Department of Health and Human Services

STANDARD EXHIBIT F

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12529 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER
RESPONSIBILITY MATTERS - PRIMARY COVERED TRANSACTIONS**

Instructions for Certification

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER
RESPONSIBILITY MATTERS - PRIMARY COVERED TRANSACTIONS, cont'd**

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

**Certification Regarding Debarment, Suspension, and Other
Responsibility Matters - Primary Covered Transactions**

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER
RESPONSIBILITY MATTERS - PRIMARY COVERED TRANSACTIONS, cont'd**

**Certification Regarding Debarment, Suspension, Ineligibility and
Voluntary Exclusion - Lower Tier Covered Transactions
(To Be Supplied to Lower Tier Participants)**

By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:

- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- (b) where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Greg Chanis

County Administrator

Contractor Signature

Contractor's Representative Title

Greg Chanis

February 19, 2009

Contractor Name

Date

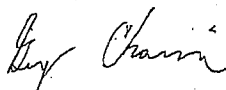
NH Department of Health and Human Services

STANDARD EXHIBIT G

CERTIFICATION REGARDING THE
AMERICANS WITH DISABILITIES ACT COMPLIANCE

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to make reasonable efforts to comply with all applicable provisions of the Americans with Disabilities Act of 1990.

County Administrator

Contractor Signature

Contractor's Representative Title

Greg ChanisFebruary 19, 2009

Contractor Name

Date

NH Department of Health and Human Services

STANDARD EXHIBIT H

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan-guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.



Contractor Signature

County Administrator

Contractor's Representative Title

Greg Chanis

Contractor Name

February 19, 2009

Date

ATTACHMENT 1

SULLIVAN COUNTY
PERFORMANCE MEASURES
FFY 06/7/8 (2/09 – 1/10)

Grantee –

OUTPUTS –

- **Number of program youth served** – the number of program youth carried over from the previous reporting period, plus new admissions during the reporting period. Please separate statistics between substance abuse and mental health youth. (DP/MH/SA)

OUTCOMES –

- **Number and percent of program youth exhibiting desired change in substance use** – the number of program youth served during the reporting period with a noted behavioral change in substance use. (DP/MH/SA)
- **Number and percent of program youth who offend or re-offended** – the number of program youth with a new offense (DP/MH/SA)
- **Number and percent of youth completing program requirements** – the number of program youth who exited the program having completed program requirements and those who did not complete program requirements. Please separate statistics between substance abuse and mental health youth. (DP/MH/SA).

ATTACHMENT 2

NH DIVISION FOR JUVENILE JUSTICE
OFFICE OF JUVENILE JUSTICE AND DELINQUENCY PREVENTION
QUARTERLY PROGRESS REPORT REQUIREMENTS

Please include the following information when submitting progress reports for only the portion of your program that this funding applies to. Also, when submitting information each quarter, please add a TOTAL column.

1) Demographic Information:

- i) # of youth served
- ii) # of males
- iii) # of females
- iv) race/ethnicity – please list each race (white, black, asian, pacific islander, native American) and whether youth is of Hispanic origin
- v) referral source
- vi) # of youth who successfully completed the program
- vii) # of CHINS
- viii) # of Delinquents
- ix) referrals: please break down by race/ethnicity as well.
 - a. # of first time males referred
 - b. # of first time females referred
 - c. # of second time males referred
 - d. # of second time females referred
 - e. # of third or more males referred
 - f. # of third or more females referred
 - g. # of males referred for the same offense
 - h. # of females referred for the same offense
 - i. # of males referred for a different offense
 - j. # of females referred for a different offense
- x) referral offenses
- xi) the number of related calls to local law enforcement during your programs hours of operation.

2) Progress towards meeting each goal and objective-see Exhibit A.

3) Please include data on the required Office of Juvenile Justice and Delinquency Prevention Outputs and Outcomes when submitting your progress report.

4) Successes and/or Barriers to meeting your program goal(s) and/or objective(s).

Communities United for Substance Abuse Prevention

Let's Change the Future Together!

Sullivan
County
Acworth
Charlestown
Claremont
Cornish
Croydon
Goshen
Graham
Langdon
Lempster
Newport
Plainfield
Sunapee
Unity
Cheshire
County
Alstead
Walpole

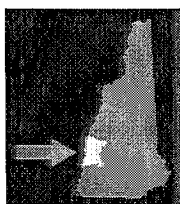
February 16, 2009

Dear Sullivan County Commissioners,

1. Thank you for your support during the last year for this program.
2. Through this funding support from the Department of Health and Human Services, the community has made very important steps towards improving the quality of life throughout our region.
3. By taking a strategic approach we are able to focus on areas of greatest need in our community; not only in targeting substance abuse but also in building the potential of our youth who are the evolving leaders of our community. The strides made toward working together as a community in Sullivan County are known and applauded at both the State and at the Federal level including Senate and Congressional representatives.
4. Over the next several months, with the guidance and support of community stakeholders and leaders, we will continue to develop effective ways to work together, as a community, for the greatest impact. By using a logical approach, using methods known to be effective and targeting our community needs, we expect to realize extensive social and economic benefit. These benefits include reduced costs for health, treatment, judicial, enforcement, and social services.

Sincerely,

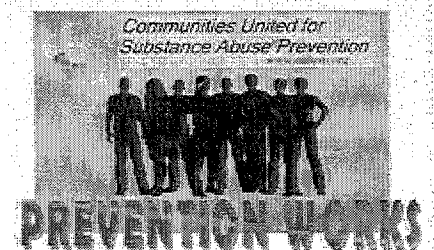
Liz Hennig



121 Main Street, Newport, NH 03773
www.CUFSAP.org

CUFSAP Coordinator: Liz Hennig
lhennig@sullivancountynh.gov, 603-477-5565

CUFSAP Evaluator: Harry Wolhandler
hwolhandler@accelara.com, 603-827-3636



AMENDMENT

This Agreement (hereinafter called the "Amendment") dated this ____ day of _____, _____ by and between the State of New Hampshire acting by and through its Division of Community Based Care Services of the Department of Health and Human Services, (hereinafter referred to as the "Division") and Sullivan County, Contract Number 211017, a corporation organized under the laws of the State of New Hampshire, with a place of business at 14 Main Street, Newport, NH 03773 (hereinafter referred to as the "Provider").

WHEREAS, pursuant to an agreement (hereinafter called the "Agreement") dated August 22, 2007, Item #209, the Provider agreed to perform certain services upon the terms and conditions specified in the Agreement and in consideration of payment by the Division of certain sums as specified therein;

WHEREAS, pursuant to the provision of Section 6 of Exhibit C-1 of the Agreement, the Agreement may be renewed for a period of fifteen additional months, pending availability of funding, the agreement of the parties, and approval by Governor and Council;

WHEREAS, pursuant to the provision of Section 17 of the Agreement, the Agreement may be modified or amended only by a written instrument executed by the parties thereto and only after approval of such modification by the Governor and Council, or amendment;

WHEREAS, the Provider and the Division have agreed to amend the Agreement in certain respects;

NOW THEREFORE, in consideration of the foregoing, and the covenants and conditions contained in the Agreement and set forth herein, the parties hereto do hereby agree as follows:

1. **Amendment and Modification of Agreement:**

The Agreement is hereby amended as follows:

Amend Section 1.1 of the General Provisions by replacing Division of Public Health Services with Division of Community Based Care Services.

Amend Section 1.2 of the General Provisions by replacing 29 Hazen Drive, Concord, NH 03301-6504 with 105 Pleasant Street, Concord, NH 03301

Amend Section 1.5 of the General Provisions by replacing 010-090-5381-090-0415 with 010-095-5381-102-0734.

Amend Section 1.6 of the General Provisions by extending the completion date to September 30, 2010.

Amend Section 1.8 of the General Provisions by increasing the Price Limitation by \$290,315 from \$464,504 to \$754,819.

Amend Sections 1.9 and 1.15 by replacing Mary Ann Cooney, RN, MS with Nancy L. Rollins, Associate Commissioner.

Amend Section 1.10 by replacing 603-271-4501 with 603-271-6110.

Exhibit A – Scope of Services

Original Scope of Services remains unchanged.

Exhibit B – Contract Price

The contract price shall increase by \$232,252 for SFY 2010 and \$58,063 for SFY 2011. The contract shall total \$754,819 for the contract term.

Funding in the amount of \$290,315 is available from 010-095-5381-102-0734, 100% Federal Funds, from the US Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, CFDA #93.243.

2. **Effective Date of Amendment:**

This Amendment shall take effect on July 1, 2009 or the date of Governor and Council approval, whichever is later.

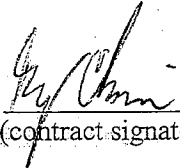
3. **Continuance of Agreement:**

Except as specifically amended and modified by the terms and conditions of this Amendment, the Agreement and the obligations of the parties hereunder, shall remain in full force and effect in accordance with the terms and conditions set forth therein.

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the day and year first above written.

STATE OF NEW HAMPSHIRE
Division of Community Based Care Services

By: _____
Nancy L. Rollins
Associate Commissioner

By:  County Administrator
(contract signator), (signator's title)
Sullivan County _____

STATE OF NEW HAMPSHIRE
 COUNTY OF Sullivan

On this the 19th day of February 2009, before me, Doireann Violet,
(name of notary)
 the undersigned officer, Greg Chanis personally appeared who acknowledged him/herself
(contract signatory)
 to be the County Administrator of the County of Sullivan NH,
(signatory's title) (legal name of agency)
 a corporation, and that he/she, as such County Administrator, being authorized so to do,
(signatory's title)
 executed the foregoing instrument for the purposes therein contained, by signing the name of the
 corporation by him/herself as County Administrator of the County of Sullivan NH.
(signatory's title) (legal name of agency)
 In witness whereof I hereunto set my hand and official seal.

Doireann Violet
 Notary Public/Justice of the Peace

My Commission expires:

My Commission Expires December 11, 2012

Approved as to form, execution and substance:

OFFICE OF THE ATTORNEY GENERAL

By: _____
 Assistant Attorney General

Date: _____

I hereby certify that the foregoing contract was approved by the Governor and Council of the
 State of New Hampshire at the Meeting on: _____.

OFFICE OF THE SECRETARY OF STATE

By: _____

Title: _____

WITH SEAL

CERTIFICATE OF VOTE

I, Jeffrey Barrette, of County of Sullivan, do hereby certify that:

1. I am the duly elected Commissioner Chair of the County of Sullivan NH;

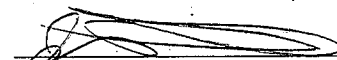
2. The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of the corporation duly held on FEB. 19th, 2009;

RESOLVED: That this corporation enters into a contract with the State of New Hampshire, acting through its Department of Health and Human Services, Division of Community Based Care Services.

RESOLVED: That the County Administrator is hereby authorized on behalf of this corporation to enter into said contract with the State and to execute any and all documents, agreements, and other instruments; and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable, or appropriate. Greg Chanis is the duly ^{appointed} elected County Administrator of the corporation.

3. The foregoing resolutions have not been amended or revoked and remain in full force and effect as of FEB. 19th, 2009.

IN WITNESS WHEREOF, I have hereunto set my hand as the Commissioner Chair of the corporation this 19th day of February, 2009.


Jeffrey Barrette, County Commissioner
Chair

(CORPORATE SEAL)

SCDOC Program Department

Inmate Survey, Re-entry Data and
Programming Tasks

Inmate Survey Data (01/09)

	Age 25 and Under	Age 26 to 35	Age 36 or Older	Soft Drugs	Hard Drugs	Both
Males	28 (47%)	28 (47%)	4 (6%)	41 (68%)	32 (52%)	39 (65%)
Females	1 (11%)	5 (45%)	3 (33%)	9 (100%)	9 (100%)	9 (100%)

Survey Aggregate

January 8, 2009

- Of male inmates 93.33% stated they were drug users and 82% stated drugs were involved in their crime
- Of female inmates 100% stated they were drug users and 100% stated drugs were involved in their crime

2008 Re-entry Center Recidivism Rates

	Released	Reentered SCDOC	Percentage
Females (EM)	9	1	11.11%
Males (EM Only)	5	1	20.00%
Males THU	64	12	18.75%

SCDOC Labor Contribution to Sullivan County

Statistics:

1714 hours of Community Service throughout the county including emergency work crews for the ice storm.

15,886 hours of labor at the county complex for maintenance, kitchen and laundry

$$15,886 \times \$6.55 = \$104,053$$

Blackford County, Indiana

	After 1 Year Without EBP	After 1 Year With EBP	After 3 Years Without EBP	After 3 Years With EBP
New Offense Any Kind	29.1%	14.5%	45.5%	20.0%
New Offense Like Kind	16.4%	5.45%	18.1%	9.1%

Programming Department Tasks

- 1) Assessment – Each new admission is given a mental health screen and then each person with glaring issues is assessed. Also, throughout an inmates stay issues surface and assessments are done as needed.
- 2) Suicide Prevention Planning – inmates with a history of suicidality or present with suicidal ideation or a suicide plan are case managed between, medical, programming and security staff to develop a suicide prevention plan.
- 3) Individual Therapy – Inmates that request individual counseling are scheduled for sessions. Interns carry an ongoing case load of approximately 12 and SCDOC programming staff deal with whomever as schedules allow.
- 4) Group Therapy – Between SCDOC staff, volunteers and clerics there are a total of 37 group activities scheduled each week.
- 5) Case Management – Volunteers come to SCDOC to acquire information and the SCDOC staff follow up to schedule appointments for inmates post release
- 6) Recruit/Train and Supervise Volunteers and Interns – Programming staff recruit, train and supervise all activities that are conducted by volunteers

Programming Department Tasks

- 7) Staff Training – Programming staff work with security staff to help them develop approaches that are more productive and safe or interventions
- 8) Crisis Intervention/Prevention – Programming staff intervene when possible to minimize hostilities between stake holders in the environment
- 9) Data Collection – Collect data to best help in planning and intervention
- 10) Grant Planning – Partner with other community agencies to construct responses to RFPs
- 11) Job Development/Job Skills Training – SCDOC staff facilitate job development groups along with meeting with business leaders in the community to develop employment opportunities
- 12) Alternative Sentencing (EM and PTS) – Programming staff oversee EM and PTS services. These activities reduce the on site census
- 13) Curriculum Development – Programming staff evaluate and develop therapeutic interventions on an ongoing basis
- 14) Administrative Tasks – Programming staff documents clinical interventions along with other administrative tasks

To: Supt. Cunningham
 From: Lt. Roberts
 Ref: population Breakdown

Thursday February 19, 2009

POPULATION DATA:

House of Corrections	Pre-Trial Inmates	Protective Custody
Male - 29	Male - 35	Male - 0
Female - 6	Female - 10	Female - 0

THU- Included in the total of HOC male inmates above

Male- 13
 Female- 0

Total Population (In House) - 80

Total Population February 19, 2008 (in House) 82

Home Confinement/EM	Weekender	Merr County
Male - 5	Male - 2	Male- 4
Female - 3	Female - 0	Female- 1
NHSP/SPU	Grafton County	Cheshire County
	Admin Transfer	Admin Transfer
Male - 8	Male - 2	Male - 2
Female - 0	Female - 1	Female - 1
Hillsborough County	Phoenix House/Farn/frien	Strafford Cnty
Admin Transfer		
Male - 4	Male - 2	Male- 1
Female - 0	Female - 0	Female- 0
Belknap County	Carroll County	
Male- 0	Male- 1	
Female- 1	Female- 0	

Total Census - 118

Total Census February 19, 2008- 107

Temp Hold for other jurisdictions- Included in the above in house Total population

NHSP	Merrimack County	Carroll County	Cheshire
Male- 1	Male- 0	Male- 0	Male- 0
Female- 0	Female- 0	Female-0	Female-0

Claremont District Court

Active Cases-20

Cases moved to Superior Court- 10

Pre-Trial Services- 21

Male- 15

Female- 6

MEDICARE							
	JANUARY 2008 COMPARE	JAN. 08 AVG. CENSUS	ACTUAL	AVG DAILY CENSUS	BUDGETED	BUDGETED AVG CENSUS	VARIANCE
CENSUS:	390	13	309	10	403	13	-94
REVENUE	\$171,018.42		\$146,884.58		\$173,290.00		-\$26,405.42
AVERAGE RATE PER DAY	\$438.51		\$475.35		\$430.00		\$45.35

PRIVATE							
	JANUARY 2008 COMPARE	JAN. 08 AVG. CENSUS	ACTUAL	AVG DAILY CENSUS	BUDGETED		VARIANCE
CENSUS:	582	19	745	24	589	19	156
REVENUE	\$115,110.00		\$154,045.00		\$120,745.00		\$33,300.00
AVERAGE RATE PER DAY	\$197.78		\$206.77		\$205.00		\$1.77

MEDICAID							
	JANUARY 2008 COMPARE	JAN. 08 AVG. CENSUS	ACTUAL	AVG DAILY CENSUS	BUDGETED		VARIANCE
CENSUS:	3,161	102	3,215	104	3,255	105	-40
REVENUE	\$492,041.26		\$488,905.05		\$491,212.05		-\$2,307.00
AVERAGE RATE PER DAY	\$155.66		\$152.07		\$150.91		\$1.16

HCBC (RESPIRE)							
	JANUARY 2008 COMPARE	JAN. 08 AVG. CENSUS	ACTUAL	AVG DAILY CENSUS	BUDGETED		VARIANCE
CENSUS:	0	0	0	0		0	0
REVENUE	\$0.00		\$0.00		\$424.66		-\$424.66
AVERAGE RATE PER DAY	\$0.00		\$0.00		\$0.00		\$0.00

MANAGED CARE							
	JANUARY 2008 COMPARE	JAN. 08 AVG. CENSUS	ACTUAL	AVG DAILY CENSUS	BUDGETED		VARIANCE
CENSUS:	0	0	0	0		0	0
REVENUE	\$0.00		\$0.00				\$0.00
AVERAGE RATE PER DAY	\$0.00		#DIV/0!				#DIV/0!

	JANUARY 2008 COMPARE		January 2009				
TOTAL CENSUS	4,133		4,269				
AVERAGE CENSUS		133.3		137.7		137.0	

MEDICARE B. REVENUE							
	JANUARY 2008 COMPARE		ACTUAL		BUDGETED		VARIANCE
	\$30,888.55		\$37,286.57		\$37,019.27		\$267.30

TOTAL MONTHLY REVENUE VARIANCE	\$4,430
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TOTAL REVENUE YTD SURPLUS/SHORTFALL	(\$116,847)
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Revenue Review thru 01/31/2009

	Budget	215 Days 7 mth Budget	YTD	Variance	
Medicaid	5,783,625	3,406,793	3,330,556	(76,237)	
Private	1,421,675	837,425	1,001,595	164,170	
Insurance	-	-	46,460	46,460	
Respite (HCBC)	5,000	2,945	3,046	101	
Medicaid Assess	1,631,068	815,534	826,533	10,999	Based on Qtrly Payment
Medicare Part B (Total)	435,872	256,747	236,741	(20,006)	
Medicare Part A	2,040,350	1,201,850	959,517	(242,333)	
Net Variance				(116,847)	
Misc Income	-	-	-	-	
Laundry	70,000	41,233	40,562	(671)	
Cafeteria	12,000	7,068	8,392	1,323	
Meals	371,664	218,925	220,412	1,487	
YTD Variance			6,673,813	(114,708)	

Medicare Length of Stay Analysis
Sullivan County Health Care (SC)

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	Jan 2009	Dec 2008	Nov 2008	Oct 2008	Sep 2008	Aug 2008	Jul 2008	Jun 2008	May 2008	Apr 2008	Mar 2008	Feb 2008	12 Mos.	Calendar YTD
Total Admits & Readmits (All payer types)	16	13	11	14	12	14	15	11	12	11	13	11	153	16
MCR # Admits & Readmits	10	6	7	8	8	7	8	6	9	5	9	6	89	10
MCR # Discharges from facility	4	2	2	3	6	3	2	3	2	4	4	2	37	4
MCR Discharged LOS	35.0	25.0	53.5	15.3	30.5	12.3	9.0	45.3	51.5	36.8	24.3	37.5	30.8	35.0
MCR # End or A/R Change	3	2	6	3	5	5	7	2	4	5	3	4	49	3
MCR End or A/R Change LOS	26.0	65.5	51.2	63.7	42.2	65.0	55.4	41.0	52.0	77.2	39.7	55.5	54.0	26.0
Total Average MCR LOS	31.1	45.3	51.8	39.5	35.8	45.3	45.1	43.6	51.8	59.2	30.9	49.5	44.0	31.1
Total MCR Days	309	222	226	353	319	286	348	306	328	300	340	341	3678	309
Rehab RUGs	263	204	207	299	269	244	268	254	316	265	324	276	3189	263
% of Total MCR Days	85%	92%	92%	85%	85%	86%	77%	83%	96%	88%	95%	81%	87%	85%
Non-Rehab RUGs	46	18	19	54	46	41	80	52	12	35	16	65	484	46
% of Total MCR Days	15%	8%	8%	15%	15%	14%	23%	17%	4%	12%	5%	19%	13%	15%
Default Days														
% of Total MCR Days														
A ADL (low dependency)	42	50	59	77	81	77	53	43	78	101	92	64	817	42
% of Total MCR Days	14%	23%	26%	22%	26%	27%	15%	14%	24%	34%	27%	19%	22%	14%
B ADL (medium dependency)	214	165	104	167	150	79	125	31	52	91	64	78	1320	214
% of Total MCR Days	69%	74%	46%	47%	48%	28%	36%	10%	16%	30%	19%	23%	36%	69%
C ADL (high dependency)	53	7	63	109	84	129	170	232	198	108	184	199	1536	53
% of Total MCR Days	17%	3%	28%	31%	27%	45%	49%	76%	60%	36%	54%	58%	42%	17%
Medicare Net Revenue	\$ 146,885	\$ 110,110	\$ 118,325	\$ 173,813	\$ 140,739	\$ 127,743	\$ 158,726	\$ 142,666	\$ 155,864	\$ 140,232	\$ 175,900	\$ 170,219	\$ 1,761,221	\$ 146,885

APPENDIX A.4.

[illegible]

RESIDENT CENSUS - FY 08

[illegible]

Note: This report includes only the selection criteria listed below.
Effective Date From 1/1/2009 Thru 1/31/2009

Summary Admission / Discharge List

Sullivan County Health Care (SC)

APPENDIX H.S

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<i>A/R Type</i>	<i>From/To</i>	<i>Admissions</i>	<i>Discharges</i>
MCD	Unknown	1	1
	Acute care hospital	1	
	Expired		1
	Hospital	1	5
	Nursing Home	<u>1</u>	<u>7</u>
	<i>MCD Subtotal</i>	<u>4</u>	<u>7</u>
MRA	Acute care hospital	1	
	Home		1
	Hospital	8	3
	Nursing Home	<u>1</u>	<u>4</u>
	<i>MRA Subtotal</i>	<u>10</u>	<u>4</u>
PVT	Assisted Living	1	
	Expired		1
	Home	<u>1</u>	<u>1</u>
	Hospital	<u>2</u>	<u>2</u>
	<i>PVT Subtotal</i>	<u>2</u>	<u>2</u>
<i>Total</i>		<u>16</u>	<u>13</u>

Note: This report includes only the selection criteria listed below.
Effective Date From 1/1/2009 Thru 1/31/2009

APPENDIX H.6.

Summary Admission / Discharge List Totals

Sullivan County Health Care (SC)

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RI6300C

<i>Total From/To</i>	<i>Admissions</i>	<i>Discharges</i>
Unknown	1	1
Acute care hospital	2	
Assisted Living	1	
Expired		2
Home		2
Hospital	10	8
Nursing Home	2	
<i>Total</i>	<u>16</u>	<u>13</u>

Note: This report includes only the selection criteria listed below.
Effective Date From 7/1/2008 Thru 2/17/2009

APPENDIX H.7.

Summary Admission / Discharge List

Sullivan County Health Care (SC)

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<i>A/R Type</i>	<i>From/To</i>	<i>Admissions</i>	<i>Discharges</i>
HCB	Home	4	3
	Hospital		1
	<i>HCB Subtotal</i>	<u>4</u>	<u>4</u>
INS	Acute care hospital	4	
	Expired		1
	Home		2
	Hospital	2	2
	<i>INS Subtotal</i>	<u>6</u>	<u>5</u>
MCD	Unknown	1	2
	Acute care hospital	2	
	Assisted Living	1	1
	Expired		11
	Home	6	4
	Hospital	12	23
	Nursing home	3	1
	Psychiatric hospital	1	
	<i>MCD Subtotal</i>	<u>26</u>	<u>42</u>
MRA	Unknown		2
	Acute care hospital	6	
	Expired		2
	Home	1	9
	Hospital	48	10
	Nursing Home	1	1
	<i>MRA Subtotal</i>	<u>56</u>	<u>24</u>
PVT	Unknown		1
	Assisted Living	2	
	Expired		5
	Home	5	6
	Hospital	1	2
	Nursing home	6	
	Private home/apartme	2	
	<i>PVT Subtotal</i>	<u>16</u>	<u>14</u>
<i>Total</i>		<u>108</u>	<u>89</u>

Note: This report includes only the selection criteria listed below.
Effective Date From 7/1/2008 Thru 2/17/2009

APPENDIX H.8.

Summary Admission / Discharge List Totals

Sullivan County Health Care (SC)

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<i>Total From/To</i>	<i>Admissions</i>	<i>Discharges</i>
Unknown	1	5
Acute care hospital	12	
Assisted Living	3	1
Expired		19
Home	16	24
Hospital	63	38
Nursing home	9	1
Nursing Home	1	1
Private home/apartme	2	
Psychiatric hospital	1	
<i>Total</i>	<u>108</u>	<u>89</u>

Month-end Aged Analysis
Sullivan County Health Care (SC)
For the Month of Jan, 2009

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Resident (Res #)(Discharge Date)

Type Balance	Jan	Dec	Nov	Oct	Sep	Aug	Jul	Jun	May	Apr	Mar	Feb	Jan	Balance
Aged Analysis Summary														
HCB			160.32-		160.32	320.64-	641.28	1,282.56					514.50	2,117.70
INS	17,008.33	19,584.27	18,543.26	19,379.02	19,192.64	7,414.45	3,345.70	2,578.96	9,033.41	16,890.96	8,535.37	9,590.62	92,377.57	243,474.56
MCD	396,578.51	54,072.76	42,235.13	46,894.72	31,526.59	26,733.72	15,538.14	13,714.79	24,589.82	16,397.34	15,508.44	13,201.41	103,998.61	800,989.98
MCP														
MRA	115,645.58	23,520.43	128.00-	384.00-	2,511.65	6,795.73	2,090.85	7,021.57	14,932.49	5,820.13	953.07	18,191.37	19,993.26	216,964.13
MRB	30,574.16	5,593.20	4,957.22	5,381.54	21,068.93	14,059.16	9,727.77	11,642.20	15,561.32	12,558.82	11,516.78	23,487.06	89,033.06	255,161.22
MXA	12,800.14	5,576.00	3,072.00	5,241.14	10,956.42	11,093.36	10,013.63	11,535.85	6,346.04	1,792.00	1,516.64	2,382.73	77,224.42	159,550.37
MXB	1,181.84	2,364.99	2,943.37	1,024.12	2,964.25	533.74	5.07	862.28-	532.79	1,784.10	2,095.55	1,816.19	15,525.93	31,909.66
PVT	3,831.23	1,016.17	13,036.27	1,676.00	55,331.00	18,104.70-	5,836.79-	22,560.65	13,097.90	13,191.60	6,286.49-	2,062.63	29,722.29	125,297.76
RES	31,247.95	1,241.88	14,576.40	6,136.13	9,934.02	29,516.40-	2,788.91-	26.79-	2,950.01-	4,818.77-	3,218.51-	213.05-	617.79-	18,986.15
PHC													375.00-	375.00-
HST	81.78	206.90	726.40											1,015.08
Totals:	608,949.52	113,176.60	99,801.73	85,348.67	153,645.82	18,688.42	32,736.74	69,447.51	81,143.76	63,616.18	30,620.85	70,518.96	427,396.85	1,855,091.61
	32.83%	6.10%	5.38%	4.60%	8.28%	1.01%	1.76%	3.74%	4.37%	3.43%	1.65%	3.80%	23.04%	100.00%